

**DECLARATION and POWER OF ATTORNEY**

We, BRIAN THIBEAULT, MICHAEL MACK and STEVEN DENBAARS, declare: We are citizens of the United States, residing in Santa Barbara, California, Santa Barbara, California and Goleta, California, respectively. We believe we are the original, first and joint inventors of the invention entitled "ENHANCED LIGHT EXTRACTION IN LEDS THROUGH THE USE OF INTERNAL AND EXTERNAL OPTICAL ELEMENTS" described and claimed in the attached specification. We have reviewed and understand the contents of the specification, including the claims. We acknowledge a duty to disclose information of which we are aware that is material to the examination of this application in accordance with 37 C.F.R. 1.56(a).

We hereby appoint Jaye G. Heybl (Reg. No.42,661) and Richard S. Koppel (Reg. No. 26,475), whose address is:

KOPPEL & JACOBS  
555 St. Charles Drive, Suite 107  
Thousand Oaks, California 91360  
Telephone: (805) 373-0060

our agent and attorney, respectively, with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected with the application.

We declare further that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true. These statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of this application or any patent issuing from this application.

Wherefore, we subscribe our names to the foregoing specification, claims and declaration.

Date: Nov 21, 2000

Brian Thibeault  
Brian Thibeault

Post Office Address:

1914 Cleveland Avenue  
Santa Barbara, California 93103

Date: Nov 21, 2000

Michael Mack  
Michael Mack

Post Office Address:

6864 Button Wood Lane  
Goleta, California 93117

Date: Nov 21, 2000

Steven DenBaars  
Steven DenBaars

Post Office Address:

6266 Marlborough Drive  
Goleta, California 93117

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CREE LIGHTING COMPANY

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other \_\_\_\_\_

Execution Date: 6/29/2003

2. Name and address of receiving party(ies)

Name: CREE, INC.

Internal Address: \_\_\_\_\_

Street Address: 340 STORKE ROAD

City: Goleta State: CA Zip: 93117

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 10/133,530

09/727,803, 09/528,262

B. Patent No.(s) 6,265,727B1

6,498,111B1, 6,350,041B1

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: KOPPEL, JACOBS, PATRICK & HEYBL

Internal Address: \_\_\_\_\_

Street Address: 555 ST. CHARLES DRIVE STE. 107

City: THOUSAND OAKS State: CA Zip: 91360

6. Total number of applications and patents involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ 720.00

Enclosed

Authorized to be charged to deposit account for any deficiency in payment.

8. Deposit account number:

11-1580

9. Signature:

JAYE G. HEYBL

Name of Person Signing

Signature

7/15/03

Date

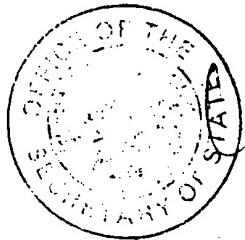
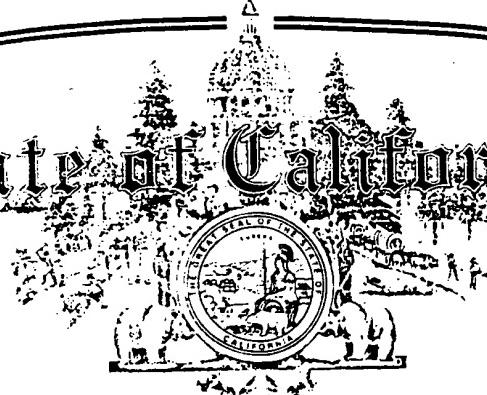
Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

7709426

# State of California



## SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JULY  
2003



*Kevin Shelley*

Secretary of State

00709426

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

CERTIFICATE OF OWNERSHIP

JUN 29 2003

**KEVIN SHELLEY**  
**Secretary of State**

Charles M. Swoboda and Adam H. Broome certify that:

1. They are the president and secretary, respectively, of Cree, Inc., a North Carolina corporation (the "Corporation").
2. The Corporation owns all of the outstanding shares of Cree Lighting Company, a California corporation.
3. The board of directors of this Corporation duly adopted the following resolution:

RESOLVED, that this Corporation merge Cree Lighting Company, its wholly-owned subsidiary corporation, into itself and assume all its obligations pursuant to Section 1110, California Corporations Code.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct and of our own knowledge.

DATE: June 18, 2003

Charles M. Swoboda  
Charles M. Swoboda, President

Adam H. Broome  
Adam H. Broome, Secretary

TJC-A799





# NORTH CAROLINA

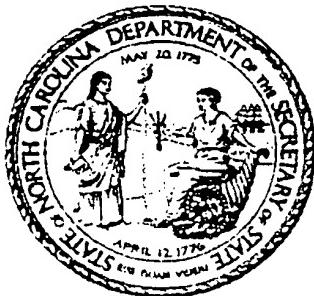
## Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER  
OF  
CREE LIGHTING COMPANY  
INTO  
CREE, INC.

the original of which was filed in this office on the 23rd day of June, 2003.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 23rd day of June, 2003

*Elaine F. Marshall*  
Secretary of State

SOSID: 0211830  
Date Filed: 6/23/2003 4:55:00 PM  
Effective: 6/29/2003  
Elaine F. Marshall  
North Carolina Secretary of State  
C200317400331

ARTICLES OF MERGER  
OF  
CREE LIGHTING COMPANY  
WITH AND INTO  
CREE, INC.

Cree, Inc., a North Carolina corporation (the "Surviving Corporation"), hereby submits these Articles of Merger for the purpose of merging its wholly-owned subsidiary corporation, Cree Lighting Company, a California corporation (the "Merging Corporation"), with and into the Surviving Corporation (the "Merger"):

1. The Plan and Agreement of Merger between the Merging Corporation and the Surviving Corporation is attached as Exhibit A hereto.
2. The attached Plan and Agreement of Merger was duly approved by the boards of directors of the Surviving Corporation and the Merging Corporation in the manner required by Chapter 55 of the General Statutes of North Carolina and in the manner required by the California Corporations Code.
3. Pursuant to § 55-11-05 of the General Statutes of North Carolina, approval of the Plan and Agreement of Merger was not required by the shareholders of the Surviving Corporation or the Merging Corporation because the Surviving Corporation was the owner of one hundred percent (100%) of the outstanding shares of the Merging Corporation and the Plan and Agreement of Merger does not provide for any changes in the articles of incorporation of the Surviving Corporation.
4. These Articles of Merger and the Merger shall be effective at 11:59 p.m. on June 29, 2003.

Dated as of the 19<sup>th</sup> day of June, 2003.

CREE, INC.

By:

Charles M. Swoboda  
Charles M. Swoboda  
President

CREE LIGHTING COMPANY

By:

Charles M. Swoboda  
Charles M. Swoboda  
President

## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER is made and dated as of June 18, 2003, between Cree, Inc., a North Carolina corporation (sometimes referred to herein as the "Surviving Corporation"), and Cree Lighting Company, a California corporation (sometimes referred to herein as the "Merging Corporation").

WHEREAS, Cree Lighting Company is a wholly-owned subsidiary of Cree, Inc.;

WHEREAS, the Surviving Corporation and the Merging Corporation desire to effect the merger of the Merging Corporation with and into the Surviving Corporation upon the terms set forth herein;

WHEREAS, the boards of directors of the Surviving Corporation and the Merging Corporation deem it advisable and in the best interests of the parties and their respective shareholders that the Merging Corporation merge with and into the Surviving Corporation under and pursuant to the provisions of the North Carolina Business Corporation Act, as amended, and the California Corporations Code, as amended; and

WHEREAS, the boards of directors of the Surviving Corporation and the Merging Corporation by resolution duly approved this Plan and Agreement of Merger;

NOW, THEREFORE, the parties hereto do hereby approve and adopt this Plan and Agreement of Merger for the purpose of setting forth the terms and conditions of the merger referred to above and the mode of carrying the same into effect.

### ARTICLE I THE MERGER

1.1 Merger. Cree Lighting Company shall be merged with and into Cree, Inc., with Cree, Inc. as the Surviving Corporation (the "Merger") pursuant to Article 11 of the North Carolina Business Corporation Act, as amended (the "NCBCA"), and Chapter 11 of the California Corporations Code, as amended (the "CCC"). The name of the Surviving Corporation will continue to be "Cree, Inc."

1.2 Effective Time. The Merger shall be effected by the filing of Articles of Merger with the Secretary of State of North Carolina in accordance with the provisions of Article 11 of the NCBCA, and by the filing of a Certificate of Ownership with the Secretary of State of California in accordance with the provisions of Chapter 11 of the CCC. The time and date when the Merger shall become effective is 11:59 p.m. on June 29, 2003 and is herein referred to as the "Effective Time."

1.3 Effect of the Merger. At the Effective Time, the separate corporate existence of Cree Lighting Company shall cease, and Cree, Inc., as the Surviving Corporation, shall continue its corporate existence under the laws of the State of North Carolina and shall thereupon and thereafter possess all of the rights, privileges, immunities, powers, and franchises of Cree Lighting Company and Cree, Inc.; all of the property (real, personal, and mixed) and every other asset of the Merging Corporation shall vest in the Surviving Corporation without reversion or impairment and without further act or deed; the Surviving Corporation shall assume and be liable for all the liabilities and obligations of the Merging Corporation; and all other effects of the Merger specified in Article 11 of the NCBCA and Chapter 11 of the CCC shall result therefrom. This Plan and Agreement of Merger shall be deemed a plan of liquidation for purposes of federal income taxation.

## ARTICLE II CANCELLATION OF SHARES

2.1 Cancellation of Shares. Immediately upon the Effective Time, (i) each issued and outstanding share of Common Stock of the Merging Corporation shall be cancelled; and (ii) the outstanding shares of Common Stock of the Surviving Corporation immediately prior to the Effective Time shall not be converted or altered in any manner as a result of the Merger; and (iii) accordingly, the shares of Common Stock of the Surviving Corporation held by the shareholders thereof immediately prior to the Effective Time shall represent the entire issued and outstanding shares of Common Stock of the Surviving Corporation.

## ARTICLE III ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS, AND OFFICERS

3.1 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Surviving Corporation shall be identical to the Articles of Incorporation and Bylaws of Cree, Inc. in effect immediately prior to the Effective Time until thereafter amended as provided by law.

3.2 Directors and Officers. The members of the Board of Directors and the officers of the Surviving Corporation immediately after the Effective Time shall be those persons who were members of the Board of Directors and the officers, respectively, of Cree, Inc. immediately prior to the Effective Time, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws.

ARTICLE IV  
SUBMISSION TO SHAREHOLDERS; ABANDONMENT

4.1 Shareholder Approval. This Plan and Agreement of Merger and the Merger need not be submitted to the sole shareholder of the Merging Corporation or the shareholders of the Surviving Corporation for their approval under the NCBCA and the CCC, as applicable.

4.2 Abandonment. At any time prior to the filing of the Articles of Merger, the Boards of Directors and the officers of Cree Lighting Company and of Cree, Inc. may, in their discretion, abandon the Merger without any further shareholder action.

ARTICLE V  
MISCELLANEOUS

5.1 Headings. The article and section captions used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Plan and Agreement of Merger.

5.2 Waiver of Notice. The parties hereto waive all notice with respect to this Plan and Agreement of Merger or the Merger as may be required by the NCBCA and the CCC, as applicable, including but not limited to the mailing requirement set forth in Section 55-11-04 of the NCBCA.

5.3 Counterparts; Execution. This Plan and Agreement of Merger may be executed in two or more counterparts, all of which taken together shall constitute one instrument. This Plan and Agreement of Merger may be executed by facsimile.

IN WITNESS WHEREOF, Cree, Inc. and Cree Lighting Company have caused this Plan and Agreement of Merger to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the day and year first above written.

CREE, INC.

By: Charles M. Swoboda  
Charles M. Swoboda, President

CREE LIGHTING COMPANY

By: Charles M. Swoboda  
Charles M. Swoboda, President

12-22-2000

1128100  
 Revised Form PTO-1595  
 (Rev. 6-93)  
 OMB No. 0651-0011 (exp. 4/94)



U.S. Department of Commerce

Patent and Trademark Office

101559533  
**PATENTS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Brian Thibeault, Michael Mack and Steven DenBaars

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: 11-21-00

2. Name and address of receiving party(ies):  
 Name: CREE LIGHTING COMPANY

Internal Address: \_\_\_\_\_

Street Address: 340 Storke Road

City: Goleta State: CA Zip: 93117

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 11-21-00

12/06/2000 HLE333 A. Patent Application No.(s) 00000048 09727803

40.00 OP

B. Patent No.(s)

09/727803

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JAYE G. HEYBL

Internal Address: Koppel &amp; Jacobs

Street Address: 555 St. Charles Drive, Suite 107

City: Thousand Oaks State: CA Zip: 91360

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

 Enclosed Authorized to be charged to deposit account.

8. Deposit account number: 11-1580

The Commissioner is hereby authorized to charge any additional filing fees which may be required or credit any overpayment to Deposit Account No. 11-1580

## DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

JAYE G. HEYBL

Name of Person Signing

Signature

11/20/00

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents &amp; Trademarks, Box Assignments

Washington, D.C. 20231

## A S S I G N M E N T

We, BRIAN THIBEAULT, 1914 Cleveland Avenue, Santa Barbara, California 93101, MICHAEL MACK, residing at, 6864 Button Wood Lane, Goleta, California 93117 and STEVEN DENBAARS, residing at, 6266 Marlborough Drive, Goleta, California 93117, represent that we have invented improvements in a new and useful "ENHANCED LIGHT EXTRACTION IN LEDS THROUGH THE USE OF INTERNAL AND EXTERNAL OPTICAL ELEMENTS", for which we have executed an application for Letters Patent of the United States of America.

CREE LIGHTING COMPANY (CREE) is a corporation organized and existing under the laws of the State of California, has a place of business at, 340 Storke Road, Goleta, California 93117 and desires to acquire the entire right, title and interest in and to the invention, application and letters patent to be granted and issued thereon.

For valuable consideration, the receipt and legal sufficiency of all of which we acknowledge, we have sold and do hereby sell, assign, transfer and set over unto CREE, its successors and assigns, the entire right, title and interest in and to the invention and all improvements thereon, in and to the application for letters patents thereon, in and to applications pertaining to or based upon the invention and application, including divisional and continuing applications and continuations-in-part, and in and to any and all letters patent which may be granted and issued on the invention and applications, or any of them, in the United States of America, its territories and possessions, and in all countries foreign thereto, together with and including all priority rights based upon any and all applications in the United States of America covered by this Assignment.

We also agree that we will, at the request of CREE, execute any and all applications for letters patent for the invention, execute any and all other papers and documents and do all other and further lawful acts that CREE may deem necessary or desirable to obtain letters patent on the invention, to secure the grant of such letters patent and to protect and vest in CREE, the undivided interests in the right, title and interest in the invention, applications and letters patent.

We also authorize and empower CREE, its successors and assigns to apply for and obtain, in its or their own names, letters patent for the invention before competent International Authorities and in any and all countries foreign to the United States in which applications for letters patent can be so made or letters patent so obtained.

Page two

EXECUTED at Santa Barbara, County of Santa Barbara, and State  
of California this 21 day of Nov., 2000

Date: 21-Nov, 2000 Brian  
Brian Thibeault

Date: 21-NOV, 2000 Michael Mack  
Michael Mack

Date: 21-NOV, 2000 Steven DenBaars  
Steven DenBaars

WITNESS

Date: 11-21-00, 2000 Jessica LeRoy

Date: 11-21-00, 2000 Jayesh Sharathnayak

(Type or print name below line and sign above)